

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

LINDA MCKNIGHT, as surviving spouse)
of ERNEST MCKNIGHT, and as the)
Executrix of the ESTATE OF ERNEST)
MCKNIGHT,)

Plaintiff,)

v.)

UNITED STATES OF AMERICA,)

Defendant.)

CIVIL ACTION NO. CV415-311

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between the undersigned Plaintiff (meaning any person, other than the defendant and the attorneys, signing this Stipulation for Compromise Settlement and Release of Federal Tort Claims Pursuant to 28 U.S.C. § 2677 (the “Agreement”), whether or not a party to this civil action), and the United States of America – the parties to this action – by and through their respective attorneys, as follows:

1. Plaintiff and the United States hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that give rise to any liability of the United States related to the above-captioned action under the terms and conditions set forth in this Agreement; however, this release is only as to any liability of the United States of America, and Plaintiff is not releasing any claims or causes of action against the parties in the action *Linda McKnight, Individually as Surviving Spouse of Ernest McKnight, Deceased v. Mark D. Forte, M.D., U.S. Radiology Alliance, LLC, and U.S.*

Radiology On-Call, LLC in the State Court of Liberty County, Georgia, Civil Action No. 2014SV125.

2. The United States of America agrees to pay the sum of \$ 800,000.00 (*eight hundred thousand dollars*) which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which Plaintiff or her guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America; however, this release is only as to any liability of the United States of America, and Plaintiff is not releasing any claims or causes of action against the parties in the action *Linda McKnight, Individually as Surviving Spouse of Ernest McKnight, Deceased v. Mark D. Forte, M.D., U.S. Radiology Alliance, LLC, and U.S. Radiology On-Call, LLC in the State Court of Liberty County, Georgia, Civil Action No. 2014SV125.*

3. Plaintiff and her guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Agreement in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or

expenses, or lien amounts, paid out via Tricare or any other federal governmental entities for the medical care and treatment of Ernest McKnight.

4. This Agreement for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to the Plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorneys' fees owed by the Plaintiff will be paid out of the settlement amount and not in addition thereto.

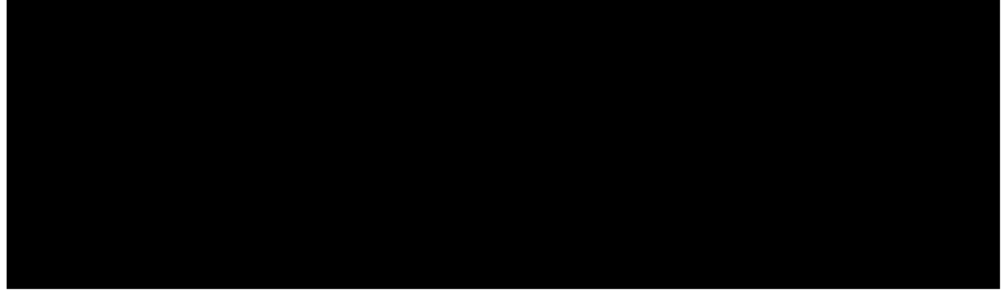
6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 per centum of the amount of the compromise settlement.

7. The persons signing this Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any plaintiff is a minor or a legally incompetent adult, the Plaintiff must obtain Court approval of the settlement at their expense. Plaintiff agrees to obtain such approval in a timely manner: time being of the essence. Plaintiff further agrees that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event Plaintiff fails to obtain such Court approval, the entire Agreement is null and void.

8. Payment of the settlement amount will be made by Government wire transfer as per the following:

exemplary damages; however, this release is only as to any liability of the United States of America, and Plaintiff is not releasing any claims or causes of action against the parties in the action *Linda McKnight, Individually as Surviving Spouse of Ernest McKnight, Deceased v. Mark D. Forte, M.D., U.S. Radiology Alliance, LLC, and U.S. Radiology On-Call, LLC in the State Court of Liberty County, Georgia, Civil Action No. 2014SV125*. Plaintiff and her guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff or her guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death, but only to the extent of the amount paid by the United States of America in settlement of the claims brought by the Plaintiff; however, specifically as to the defendants in the case of *Linda McKnight, Individually as Surviving Spouse of Ernest McKnight, Deceased v. Mark D. Forte, M.D., U.S. Radiology Alliance, LLC, U.S. Radiology On-Call, LLC, in the State Court of Liberty County, Georgia, Civil Action No. 2014SV125*, Plaintiffs do not agree to reimburse, indemnify or hold harmless any of said defendants in any manner. Furthermore, Plaintiff agrees not to settle said Liberty County State Court case, Civil Action No. 2014SV125, against any or all of the Defendants Mark D. Forte, M.D., U.S. Radiology Alliance, LLC, or U.S. Radiology On-Call, LLC, without having, as a term of said settlement agreement, the provision that the settling defendant(s) agree not to pursue any action for indemnification, contribution or any other type of action for reimbursement against the United States of America. The United States of America also warrants that it will not seek any reimbursement of medical

A.
B.
C.
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Plaintiff's attorney agrees to distribute the settlement proceeds and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.

9. The parties agree that this Agreement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and Plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. It is contemplated that this Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

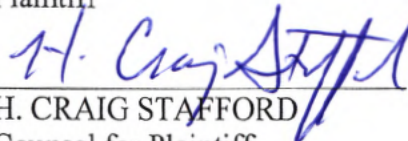
[signatures to follow]

THE UNITED STATES OF AMERICA

DATED: March 7, 2016 BY: 
SHANNON S. STATKUS
Deputy Chief, Civil Division
Southern District of Georgia
Counsel for the United States of America

PLAINTIFF

DATED: 22 February 2016 BY: 
LINDA MCKNIGHT
Plaintiff

DATED: February 22, 2016 BY: 
H. CRAIG STAFFORD
Counsel for Plaintiff